

PERSONNEL/JUDICIAL COMMITTEE

A G E N D A

TUESDAY, SEPTEMBER 21, 2010

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.		
	I	CALL TO ORDER
	II	ROLL CALL
1- 3	III	MINUTES (8/17/10)
	IV	PUBLIC INPUT
	V	PETITIONS AND COMMUNICATIONS
4-14	A.	Court Administrator - Contract with Secretary of State (Seeking approval of contract with Michigan Department of State for Commercial Services Program; authorization for Board Chair to sign - proposed resolution attached)
15-18	B.	Personnel Director
19	1.	Vacancies (Seeking authorization to post/fill - proposed resolution attached)
	a.	Community Corrections Program - Community Corrections Coordinator (ft - \$36,192 entry)
	b.	Division on Aging - Cook (On-call, pt - \$10.63/hr.)
20-23	2.	New Position - Homeland Security Program Grant Accountant (BCAMPS, part time, grant funded) (Seeking authorization to post/fill - proposed resolution attached)
	3.	Information Items (Receive)
15-16	a.	Reclassification of Typist Clerk II in Health Department - Contagious Disease Clinic - from TU05 to TU06 effective 1/1/11.
17	b.	Reduction In hours of Nurse position (to 24 from 40) resulting from termination of Pandemic Influenza Grant
	VI	REFERRALS
	VII	UNFINISHED BUSINESS
	VIII	NEW BUSINESS
	IX	MISCELLANEOUS
	X	ADJOURNMENT

PLEASE NOTE: THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/DIVISION HEAD PLACING AN ITEM ON THE PERSONNEL/JUDICIAL COMMITTEE AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

PERSONNEL/JUDICIAL COMMITTEE

MINUTES

MEETING OF THE PERSONNEL/JUDICIAL COMMITTEE ON TUESDAY, AUGUST 17, 2010, in the Commission Chambers, Fourth Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708.

Call to order @ 4:02 p.m. by Chair Krygier.

Roll call:

MOTION NO.

COMMISSIONERS PRESENT		1	2	3	4	5	6	7	8	9	10	11
ERNIE KRYGIER, CHAIR	P	Y	Y	Y	Y	Y	Y					
KIM COONAN, VICE CHAIR	P	Y	M/Y	M/Y	S/Y	Y	Y					
MICHAEL J. DURANCZYK	P	M/Y	Y	Y	Y	S/Y	S/Y					
PATRICK H. BESON	P	Y	Y	Y	Y	Y	Y					
VAUGHN J. BEGICK	P	Y	Y	Y	Y	Y	Y					
DONALD J. TILLEY	P	S/Y	Y	S/Y	M/Y	M/Y	M/Y					
BRIAN K. ELDER, EX OFFICIO	P	Y	S/Y	Y	Y	Y	Y					

MOTION NO.

COMMISSIONERS PRESENT		12	13	14	15	16	17	18	19	20	21	22
ERNIE KRYGIER, CHAIR												
KIM COONAN, VICE CHAIR												
MICHAEL J. DURANCZYK												
PATRICK H. BESON												
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BRIAN K. ELDER, EX OFFICIO												

MOTION NO.

COMMISSIONERS PRESENT		23	24	25	26	27	28	29	30	31	32	33
ERNIE KRYGIER, CHAIR												
KIM COONAN, VICE CHAIR												
MICHAEL J. DURANCZYK												
PATRICK H. BESON												
VAUGHN J. BEGICK												
DONALD J. TILLEY												
BRIAN K. ELDER, EX OFFICIO												

OTHERS PRESENT:

E.GWIZDALA, T.HICKNER, M.GRAY, C.HIEBERT, T.QUINN, B.MACGREGOR, M.HALSTEAD, K.RUDIS, L.NORMAN, R.REIMANN, M.HAYES, R.REDMOND, BAY 3 TV, D.BERGER

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT

-/-

PERSONNEL/JUDICIAL COMMITTEE

TUESDAY, AUGUST 17, 2010

PAGE 2

MOTION NO.

NOTE: In addition to these typed minutes, this Committee meeting was also taped by Bay 3 TV and those tapes are available for review in the Administrative Services Department.

- 1 MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE 7/20/10 PERSONNEL/JUDICIAL COMMITTEE MEETING AS PRINTED.**

Public input was called with no one indicating a desire to address the Committee.

The first agenda item was a recommendation from the Personnel Director, Tim Quinn, to grant approval of benefits for non-represented full time employees on the major contractual provisions granted the Steelworkers and several other bargaining units in the County. Commissioner Begick questioned if this pertains to County Commissioners specifically as regards health care and Mr. Quinn responded that it does, however, Bob Redmond, the Board's Financial Analyst advised that the salaries/benefits for the Board of Commissioners are set separately by the Board prior to the next term of office. The benefits included in the union agreements deal with additional personal holidays and wellness issues. It was

- 2 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF BENEFITS FOR NON-REPRESENTED FULL TIME EMPLOYEES ON MAJOR CONTRACTUAL PROVISIONS GRANTED THE STEELWORKERS AND OTHER BARGAINING UNITS.**
- 3 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE AGREEMENT W/BASIC FOR A DEPENDENT AUDIT AT A COST OF \$8,000, MONIES FROM FUND BALANCE, AUTHORIZATION FOR BOARD CHAIR TO SIGN CONTRACT, APPROVAL OF REQUIRED BUDGET ADJUSTMENTS.**

Commissioner Krygier voiced his appreciation to Mr. Quinn for pursuing the dependent audit.

Personnel Director Tim Quinn gave a brief presentation on Medtipster, a company that will provide services regarding the cost for generic prescription medications. Commissioner Coonan questioned if this company will guarantee

PERSONNEL/JUDICIAL COMMITTEE

TUESDAY, AUGUST 17, 2010

PAGE 3

MOTION NO.

prices and Mr. Quinn responded that the company doesn't guarantee prices but reports prices. This is a voluntary program and is a prescription benefit overlay for a traditional pharmacy benefit plan, connecting pharmacies across the country to compete against one another on plan member prescriptions. If a person doesn't take a lot of medications, this program won't be of benefit. This program will result in a savings to the County. Except for the initial \$9,720, there will be no additional cost to the County. Following brief discussion, it was

4 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE AGREEMENT WITH MEDTIPSTER, LLC FOR SERVICES RE COST FOR GENERIC PRESCRIPTION MEDICATIONS AT A COST OF \$9,720, MONIES FROM FUND BALANCE, AUTHORIZATION FOR BOARD CHAIR TO SIGN REQUIRED DOCUMENTS, APPROVAL OF REQUIRED BUDGET ADJUSTMENTS.

5 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL A CHIEF DISPATCHER (FT) AND A DISPATCHER (FT) POSITION IN 9-1-1 CENTRAL DISPATCH.

Committee Chair Duranczyk questioned the 911 Director, Leonard Norman, if there has been discussion about the State taking over 911? Mr. Norman indicated that there has been discussion about consolidation and this isn't necessarily a bad thing, however, counties with a population less than 100,000 would have to consolidate. In this area, consideration would be centered on combining equipment, etc.

There being no further business, it was

6 MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:20 P.M.).

Submitted by:

Deanne Berger

**Deanne Berger
Board Coordinator**



18th JUDICIAL CIRCUIT COURT
74th JUDICIAL DISTRICT COURT

1230 Washington Avenue
Bay City, Michigan 48708-0010

KIM B. MEAD
Court Administrator

Phone: (989) 895-4266
Fax: (989) 895-4099
meadk@baycounty.net

August 24, 2010

Mr. Ernie Krygier, Chair
Personnel/Judicial Committee
Bay County Board of Commissioners
515 Center Avenue
Bay City, Michigan 48708

Chairman Krygier:

The 74th District Court utilizes a web access portal with the Secretary of State's office in handling traffic cases. The Secretary of State requires that each user sign a contract in order to continue this access.

The Commercial Services Program contract (attached) does not require any fees or bond and will remain in effect until either party would cancel or terminate.

The Court request that this committee recommend to the Board of Commissioners that it enter into the contract and that its Chair be authorized to sign any required documents related to the contract.

Sincerely,

Kim Brian Mead
Administrator

**Michigan Department of State
Contractual Agreement for Driver, Vehicle, and Related Information**

Between the:

MICHIGAN DEPARTMENT of STATE
7064 Crowner Drive
Lansing, Michigan 48918

And: **74th District Court**
1230 Washington Avenue
Bay City, Michigan 48708

I. PURPOSE AND SCOPE

1. **Purpose:** The purpose of this agreement is to document the terms and conditions under which the Michigan Department of State (the DEPARTMENT) will provide driver, vehicle, and related information maintained by the DEPARTMENT to the above-named organization or governmental agency (the ORGANIZATION).
2. **Scope:** The ORGANIZATION must list below the name and address of each subsidiary or affiliate (parent, sister, branch, division, department or local unit) with which it will be sharing this information. (Enter "NONE" below if information will not be shared with any other subsidiary or affiliate of the ORGANIZATION. Attach an additional page if necessary.)

None

The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it will share information purchased under this agreement or of the termination of affiliation with a business entity with which the ORGANIZATION has discontinued sharing information purchased under this agreement.

3. **Programs:** The DEPARTMENT agrees to furnish the ORGANIZATION with information associated with the programs checked below. The DEPARTMENT reserves the right to insert control data into the information obtained under this agreement to identify any inappropriate use or release of the information.

<p>The Michigan Department of State will complete this section.</p> <p>If you are interested in programs in addition to the one(s) checked, please contact the Michigan Department of State Commercial Services Section.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">PROGRAM</th></tr></thead><tbody><tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Direct Access</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Subscription Service</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Delayed Lookups</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>List Sales/Bulk Information</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Driver/Personal ID</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Vehicle</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Lienholder</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Watercraft</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Snowmobile</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Mobile Home</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Plate Match</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Governmental Research</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Special Statutory Law</td></tr><tr><td style="text-align: center;"><input type="checkbox"/></td><td>Other _____</td></tr></tbody></table>	PROGRAM		<input checked="" type="checkbox"/>	Direct Access	<input type="checkbox"/>	Subscription Service	<input type="checkbox"/>	Delayed Lookups	<input type="checkbox"/>	List Sales/Bulk Information	<input type="checkbox"/>	Driver/Personal ID	<input type="checkbox"/>	Vehicle	<input type="checkbox"/>	Lienholder	<input type="checkbox"/>	Watercraft	<input type="checkbox"/>	Snowmobile	<input type="checkbox"/>	Mobile Home	<input type="checkbox"/>	Plate Match	<input type="checkbox"/>	Governmental Research	<input type="checkbox"/>	Special Statutory Law	<input type="checkbox"/>	Other _____
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Contractual Agreement for Michigan Driver, Vehicle, and Related Information

VI. SURETY BOND

1. **Government agency:** A surety bond is not required.
2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to furnish and maintain an Information Purchaser's Surety Bond in the amount of \$25,000. A surety bond company licensed to do business in Michigan shall execute the bond. The bond shall indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained under this agreement for any damage caused by the use of that personal information in a manner contrary to this agreement or federal or Michigan law. The ORGANIZATION agrees to indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained whether the improper use was made by the ORGANIZATION, by a subsidiary, affiliate agent, employee, or subcontractor of the ORGANIZATION, or by a person who acquired the information through the ORGANIZATION. The bond shall also indemnify or reimburse the DEPARTMENT for any payment due the DEPARTMENT for information obtained under this agreement.
3. **Subscription Service Only Customers:** The requirement for a surety bond is waived for customers who are only enrolled in the Subscription Service Program.

VII. TERM OF AGREEMENT

1. **Duration:** This agreement is in effect until it is canceled or terminated.
2. **Change of Name or Ownership:** In the event of a change of name or ownership of the ORGANIZATION, a new agreement is required. The ORGANIZATION will notify the DEPARTMENT immediately of a change of name or ownership, and the DEPARTMENT will forward a new agreement application. If this new agreement application has not been returned to the DEPARTMENT within 90 days from the time it was forwarded to the organization, the account may be suspended or terminated.
3. **Suspension:** The DEPARTMENT may suspend access to the DEPARTMENT'S records while investigating allegations of material breaches of this agreement.
4. **Cancellation:** The DEPARTMENT or the ORGANIZATION may cancel this agreement for any reason by giving the other party a 30-day written notice. Cancellation notices to the DEPARTMENT will be sent to: Michigan Department of State, Information Services Division, 7064 Crowser Drive, Lansing, Michigan 48918.
5. **Termination:** The DEPARTMENT may immediately terminate this agreement for cause by giving the ORGANIZATION a written notice. Cause for termination includes: failure to pay in accordance with the terms of the ORGANIZATION'S account with the DEPARTMENT; the use of data for marketing or solicitation or any other purpose not permitted by law; or a material breach of any agreement provision, including but not limited to the driver privacy compliance, security of data, or employee sanction provisions.

VIII. AMENDMENTS

The DEPARTMENT may amend this agreement, including but not limited to the fees described in Section V of this agreement, by providing the ORGANIZATION with a 30-day written notice.

IX. ASSIGNABILITY

The ORGANIZATION will not assign, license, or transfer any right, duty, or obligation under this agreement.

X. INDEMNIFICATION

1. **Government Agency:** Not applicable
2. **Commercial or non-profit customer:** The ORGANIZATION will indemnify and hold harmless the State of Michigan and the DEPARTMENT, and any of the State of Michigan's or the DEPARTMENT'S officers, agents, or employees, with respect to any claim asserted against them under federal or state privacy laws for information provided to the ORGANIZATION under this agreement.

XI. GOVERNING LAWS AND JURISDICTION

This agreement shall be construed in accordance with the laws of the State of Michigan. The ORGANIZATION agrees that any dispute that arises under this agreement that cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in the State of Michigan. The ORGANIZATION agrees to submit to the jurisdiction of that court.

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

3. Restrictions:

a. Sale or Release of Personal Information to a Third Party:

1. A non-governmental ORGANIZATION may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations stated in this agreement, and only for permissible use(s). The ORGANIZATION agrees to obtain a written certification from a third party as to the permissible use(s) for which the third party seeks personal information.
 2. If any ORGANIZATION furnishes personal information obtained under this agreement to a third party, the ORGANIZATION will maintain a record to identify each person or entity that obtained the personal information from the ORGANIZATION and the legally permissible use(s) for which it was obtained. These records shall be retained for a period of not less than five years following the transfer of information to the third party.
- b. The ORGANIZATION will adopt and implement a privacy policy and a personnel policy concerning the unauthorized release of information. The ORGANIZATION'S personnel policy will, at a minimum, establish that personal information shall not be disclosed to anyone unless the recipient is legally entitled to receive the information, and that employees may not access or release information contained in the records and files of the DEPARTMENT, except in connection with their duties and only to authorized third parties in accordance with work area procedures. Further, if an employee is approached to provide information inappropriately, the employee must refuse to release the requested information and immediately advise supervision. A violation of this policy shall be cause for disciplinary action up to and including dismissal. In addition, the employee may be subject to criminal charges that may result in a felony conviction. Upon the DEPARTMENT'S request, the ORGANIZATION also agrees to furnish to the DEPARTMENT a copy of its privacy policy and its personnel policy on the unauthorized release of information, at no cost to the DEPARTMENT. The DEPARTMENT promises confidentiality of the ORGANIZATION'S privacy and personnel policies submitted in accordance with this section. The ORGANIZATION further agrees to require any subcontractor, subsidiary or affiliate, if any, to adopt similar policies.
- c. **Government organizations** agree that information received under this agreement will be used only to carry out the agency's functions. The agency agrees not to access or provide any information received under this agreement for a purpose unrelated to the agency's official business.
- d. **Commercial and non-profit organizations** agree that, except as otherwise provided in this agreement, no person outside the direct employ of the ORGANIZATION shall have access to information provided under this agreement for any reason other than the ORGANIZATION'S intended and legitimate use as declared under the Permissible Uses section [XII. 2.] of this agreement.

4. Inspections and Audits:

- a. The ORGANIZATION will permit the DEPARTMENT, or a representative or agent of the DEPARTMENT, to inspect and copy any record maintained by the ORGANIZATION under this agreement. The ORGANIZATION shall bear the expense of one inspection by the DEPARTMENT, or a representative or agent of the DEPARTMENT, during the term of this agreement, or anytime an inappropriate use is known or alleged.
- b. Upon the DEPARTMENT'S request, the ORGANIZATION will provide to the DEPARTMENT an audit report, prepared by an independent audit firm. This audit shall evaluate the ORGANIZATION'S compliance with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. Any deficiencies detected in the audit must be immediately reported to the DEPARTMENT, along with a corrective action plan. The DEPARTMENT must approve a corrective action plan before it is implemented.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

August 9, 2010

Shirley Huntley
74th District Court
1230 Washington Avenue
Bay City, MI 48708

Dear Sir or Madam:

A review of our files determined that we do not have the current Commercial Services Programs contract on file for your organization.

Enclosed is a new contract:

- Please have the new contract signed by a representative of your organization authorized to sign contracts on behalf of your organization:
- **Be sure to complete Section I. 2. Scope**
- **Be sure to complete Section XII. 2. Permissible Use(s)]**

To ensure that we have current and correct information on your account, we also ask that you **submit a new formal Letter of Request** which will:

- Be signed by the person who signs the contract
- **Specify the type of data you access**
- **Include a description of your organization's intended use of the data**
- **Provide the name, phone number, fax number and email address for a contact in your organization**

Return the properly executed documents to the address below within 60 days. **Failure to return these documents within that timeframe may cause your account to be suspended.** Upon approval and signature by the MDOS representative, a copy will be returned to you.

Michigan Department of State
Commercial Services Section
Attn: Arlene Rothwell
7064 Crowner Drive
Lansing MI 48918

Please direct any questions to Arlene Rothwell at 517-322-3452 or RothwellA@Michigan.gov.

Sincerely,

Arlene Rothwell, Analyst
Commercial Services Section

**Michigan Department of State
Contractual Agreement for Driver, Vehicle, and Related Information**

Between the:

MICHIGAN DEPARTMENT of STATE
7064 Crowner Drive
Lansing, Michigan 48918

And: **74th District Court**
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I. PURPOSE AND SCOPE

1. **Purpose:** The purpose of this agreement is to document the terms and conditions under which the Michigan Department of State (the DEPARTMENT) will provide driver, vehicle, and related information maintained by the DEPARTMENT to the above-named organization or governmental agency (the ORGANIZATION).
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The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it will share information purchased under this agreement or of the termination of affiliation with a business entity with which the ORGANIZATION has discontinued sharing information purchased under this agreement.

3. **Programs:** The DEPARTMENT agrees to furnish the ORGANIZATION with information associated with the programs checked below. The DEPARTMENT reserves the right to insert control data into the information obtained under this agreement to identify any inappropriate use or release of the information.

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-9-

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

II. DISCLAIMER

The DEPARTMENT does not guarantee the timeliness of access to or delivery of information provided under this agreement due to the possibility of unforeseeable events, including the lack of resources or funding, an equipment or data transmission failure, a change in law or policy, acts of God, or other circumstances that may delay or preclude delivery of information.

The DEPARTMENT does not guarantee the accuracy of the information in its files and disclaims the accuracy of any information provided under this agreement.

III. TECHNOLOGY AND SECURITY OF DATA

The ORGANIZATION agrees to access the DEPARTMENT'S data only in a manner approved by the DEPARTMENT. The ORGANIZATION agrees to obtain, update, and maintain, at its expense, any hardware or software required to securely access or transfer information obtained under this agreement.

The ORGANIZATION agrees to implement the following security requirements when personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) is accessed, received, stored, used, or transferred under this agreement:

1. Use software and hardware that is technologically adequate to prevent and detect any unauthorized access or use of personal information obtained under this agreement.
2. Establish operational programs to prohibit and detect any unauthorized access or use of personal information obtained under this agreement.
3. Conduct an annual review of its data security policies and procedures and update them as necessary.
4. Notify the DEPARTMENT, in writing, immediately after the ORGANIZATION becomes aware of any known or alleged breach in the security of data provided under this agreement.
5. Establish a policy to notify any and all individuals affected by the unauthorized release or interception of personal information provided under this agreement.

IV. SUBCONTRACTING

The ORGANIZATION may subcontract the processing of information provided under this agreement. Before a subcontractor of the ORGANIZATION may access, receive, store, use, or transfer any information under this agreement, the ORGANIZATION must execute a written agreement with the subcontractor containing the subcontractor's agreement to comply with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. The ORGANIZATION agrees to provide a copy of its subcontractor agreement, at no cost, upon request of the DEPARTMENT. The DEPARTMENT promises confidentiality for any subcontractor agreement submitted by the ORGANIZATION upon the DEPARTMENT'S request.

V. FEES AND PAYMENTS

1. **Government agency:** When the cost to prepare and furnish the information (preparation fee) exceeds \$25.00, the ORGANIZATION agrees to reimburse the DEPARTMENT for the DEPARTMENT'S actual cost of preparing and furnishing the requested information.

To be completed by Michigan Department of State only	
For this agreement, the DEPARTMENT agrees to waive all preparation fees.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No

2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to pay the DEPARTMENT the fee specified by the legislature or prescribed by the DEPARTMENT and allowed by law for information received under this agreement. Payments shall be made through an Electronic Fund Transfer (EFT) if requested in writing by the DEPARTMENT.

-10-

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

VI. SURETY BOND

1. **Government agency:** A surety bond is not required.
2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to furnish and maintain an Information Purchaser's Surety Bond in the amount of \$25,000. A surety bond company licensed to do business in Michigan shall execute the bond. The bond shall indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained under this agreement for any damage caused by the use of that personal information in a manner contrary to this agreement or federal or Michigan law. The ORGANIZATION agrees to indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained whether the improper use was made by the ORGANIZATION, by a subsidiary, affiliate agent, employee, or subcontractor of the ORGANIZATION, or by a person who acquired the information through the ORGANIZATION. The bond shall also indemnify or reimburse the DEPARTMENT for any payment due the DEPARTMENT for information obtained under this agreement.
3. **Subscription Service Only Customers:** The requirement for a surety bond is waived for customers who are only enrolled in the Subscription Service Program.

VII. TERM OF AGREEMENT

1. **Duration:** This agreement is in effect until it is canceled or terminated.
2. **Change of Name or Ownership:** In the event of a change of name or ownership of the ORGANIZATION, a new agreement is required. The ORGANIZATION will notify the DEPARTMENT immediately of a change of name or ownership, and the DEPARTMENT will forward a new agreement application. If this new agreement application has not been returned to the DEPARTMENT within 90 days from the time it was forwarded to the organization, the account may be suspended or terminated.
3. **Suspension:** The DEPARTMENT may suspend access to the DEPARTMENT'S records while investigating allegations of material breaches of this agreement.
4. **Cancellation:** The DEPARTMENT or the ORGANIZATION may cancel this agreement for any reason by giving the other party a 30-day written notice. Cancellation notices to the DEPARTMENT will be sent to: Michigan Department of State, Information Services Division, 7064 Crowser Drive, Lansing, Michigan 48918.
5. **Termination:** The DEPARTMENT may immediately terminate this agreement for cause by giving the ORGANIZATION a written notice. Cause for termination includes: failure to pay in accordance with the terms of the ORGANIZATION'S account with the DEPARTMENT; the use of data for marketing or solicitation or any other purpose not permitted by law; or a material breach of any agreement provision, including but not limited to the driver privacy compliance, security of data, or employee sanction provisions.

VIII. AMENDMENTS

The DEPARTMENT may amend this agreement, including but not limited to the fees described in Section V of this agreement, by providing the ORGANIZATION with a 30-day written notice.

IX. ASSIGNABILITY

The ORGANIZATION will not assign, license, or transfer any right, duty, or obligation under this agreement.

X. INDEMNIFICATION

1. **Government Agency:** Not applicable
2. **Commercial or non-profit customer:** The ORGANIZATION will indemnify and hold harmless the State of Michigan and the DEPARTMENT, and any of the State of Michigan's or the DEPARTMENT'S officers, agents, or employees, with respect to any claim asserted against them under federal or state privacy laws for information provided to the ORGANIZATION under this agreement.

XI. GOVERNING LAWS AND JURISDICTION

This agreement shall be construed in accordance with the laws of the State of Michigan. The ORGANIZATION agrees that any dispute that arises under this agreement that cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in the State of Michigan. The ORGANIZATION agrees to submit to the jurisdiction of that court.

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

XII. DRIVER PRIVACY COMPLIANCE

1. This section only applies to the release of personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) maintained by the DEPARTMENT.

Driver Privacy Compliance: By executing this agreement, the ORGANIZATION certifies that personal information obtained will be used in compliance with the federal Driver Privacy Protection Act of 1994, as amended (18 USC §2721-2725 *et seq.*) and related Michigan driver privacy protection laws (e.g., MCL 28.292, 257.208c, 257.232, 257.307, 257.310, 324.80130c, 324.80315c, 324.81114c, and 324.82156c).

2. **Permissible Use(s):** The DEPARTMENT provides the agreed upon personal information only for the permissible use(s), as declared by the ORGANIZATION below:

- _____ a. For use by a federal, state, or local governmental agency, including a court or law enforcement agency, in carrying out the agency's functions, or by a private person or entity acting on behalf of a governmental agency in carrying out the agency's functions.
- _____ b. For use in connection with matters of motor vehicle and driver safety or auto theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles; motor vehicle market research activities, including survey research; and the removal of non-owner records from the original records of motor vehicle manufacturers.
- _____ c. For use in the normal course of business by a legitimate business, including the agents, employees, and contractors of the business, but only to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors, and if the information as so submitted is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by pursuing legal remedies against, or recovering a debt against, the individual.
- _____ d. For use in connection with a civil, criminal, administrative, or arbitration proceeding in a federal, state, or local court or governmental agency or before a self-regulatory body, including use for service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.
- _____ e. For use in legitimate research activities and in preparing statistical reports for commercial, scholarly, or academic purposes by a bona fide research organization, if the personal information is not published, re-disclosed, or used to contact individuals.
- _____ f. For use by an insurer or insurance support organizations, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigating activity, antifraud activity, rating, or underwriting.
- _____ g. For use in providing notice to the owner of an abandoned, towed, or impounded vehicle.
- _____ h. For use either by a private detective or private investigator licensed under the Private Detective License Act of 1965, as amended (1965 PA 285; MCL 338.821 to 338.851), or by a private security guard agency or alarm system contractor licensed under the Private Security Guard Act of 1968, as amended (1968 PA 330; MCL 338.1051 to 338.1085), only for another permissible purpose listed here.

List the letter for other permissible use(s):

List occupational license number:

- _____ i. For use by an employer, or the employer's agent or insurer, to obtain or verify information relating either to the holder of a commercial driver's license that is required under federal law or to the holder of a chauffeur's license that is required under Chapter 3 of the Michigan Vehicle Code.
- _____ j. For use by a car rental business, or its employees, agents, contractors, or service firms, for the purpose of making rental decisions.
- _____ k. For use in connection with the operation of private toll transportation facilities.
- _____ l. For use by a news medium in the preparation and dissemination of a report related in part or in whole to the operation of a motor vehicle or public safety.
- _____ m. For any use by an individual requesting information pertaining to himself or herself or requesting in writing that the Secretary of State provide information pertaining to himself or herself to the individual's designee. A request for disclosure to a designee, however, may be submitted only by the individual.

-12-

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

3. Restrictions:

a. Sale or Release of Personal Information to a Third Party:

1. A non-governmental ORGANIZATION may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations stated in this agreement, and only for permissible use(s). The ORGANIZATION agrees to obtain a written certification from a third party as to the permissible use(s) for which the third party seeks personal information.
 2. If any ORGANIZATION furnishes personal information obtained under this agreement to a third party, the ORGANIZATION will maintain a record to identify each person or entity that obtained the personal information from the ORGANIZATION and the legally permissible use(s) for which it was obtained. These records shall be retained for a period of not less than five years following the transfer of information to the third party.
- b. The ORGANIZATION will adopt and implement a privacy policy and a personnel policy concerning the unauthorized release of information. The ORGANIZATION'S personnel policy will, at a minimum, establish that personal information shall not be disclosed to anyone unless the recipient is legally entitled to receive the information, and that employees may not access or release information contained in the records and files of the DEPARTMENT, except in connection with their duties and only to authorized third parties in accordance with work area procedures. Further, if an employee is approached to provide information inappropriately, the employee must refuse to release the requested information and immediately advise supervision. A violation of this policy shall be cause for disciplinary action up to and including dismissal. In addition, the employee may be subject to criminal charges that may result in a felony conviction. Upon the DEPARTMENT'S request, the ORGANIZATION also agrees to furnish to the DEPARTMENT a copy of its privacy policy and its personnel policy on the unauthorized release of information, at no cost to the DEPARTMENT. The DEPARTMENT promises confidentiality of the ORGANIZATION'S privacy and personnel policies submitted in accordance with this section. The ORGANIZATION further agrees to require any subcontractor, subsidiary or affiliate, if any, to adopt similar policies.
- c. **Government organizations** agree that information received under this agreement will be used only to carry out the agency's functions. The agency agrees not to access or provide any information received under this agreement for a purpose unrelated to the agency's official business.
- d. **Commercial and non-profit organizations** agree that, except as otherwise provided in this agreement, no person outside the direct employ of the ORGANIZATION shall have access to information provided under this agreement for any reason other than the ORGANIZATION'S intended and legitimate use as declared under the Permissible Uses section [XII. 2.] of this agreement.

4. Inspections and Audits:

- a. The ORGANIZATION will permit the DEPARTMENT, or a representative or agent of the DEPARTMENT, to inspect and copy any record maintained by the ORGANIZATION under this agreement. The ORGANIZATION shall bear the expense of one inspection by the DEPARTMENT, or a representative or agent of the DEPARTMENT, during the term of this agreement, or anytime an inappropriate use is known or alleged.
- b. Upon the DEPARTMENT'S request, the ORGANIZATION will provide to the DEPARTMENT an audit report, prepared by an independent audit firm. This audit shall evaluate the ORGANIZATION'S compliance with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. Any deficiencies detected in the audit must be immediately reported to the DEPARTMENT, along with a corrective action plan. The DEPARTMENT must approve a corrective action plan before it is implemented.

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

5. **Penalties for Misuse:** Under Michigan law, a person who makes a false representation or a false certification to obtain personal information or who uses personal information for a purpose other than a permissible purpose identified in law is guilty of a felony, which may be punishable by imprisonment for up to 5 years and/or a fine of up to \$5,000. Subsequent convictions may result in imprisonment for up to 15 years and/or a fine of up to \$15,000.

XIII. SIGNATORY AUTHORITY

The persons signing this agreement certify that they are authorized to do so and to bind their respective principals to this agreement.

This agreement takes effect on the date the DEPARTMENT'S representative signs it.

DEPARTMENT OF STATE Representative

Victoria Dittmer, Director
Department of State Information Center

Name (Printed) and Title

Date

ORGANIZATION Representative Signature

Name (Printed) and Title

Date



**BAY COUNTY
PERSONNEL DEPARTMENT**

Tim Quinn
Personnel Director
quinnt@baycounty.net

Thomas L. Hickner
County Executive

September 16, 2010

Mr. Ernie Krygier, Chairperson
Personnel/ Judicial Committee
Bay County Board of Commissioners
515 Center Avenue
Bay City, MI 48708

Re: Items for the Agenda of the Personnel/Judicial Committee

Dear Commissioner Krygier:

Please consider the following items for the agenda of your committee for its meeting on September 21, 2010.

- 1. Request:** Juli Bollman has submitted a request to post and fill the Community Corrections Coordinator position.

Background: Current employee has accepted a position outside of Bay County government.

Finance/Economics: Full-time position in the BCAMPS union. Salary: \$36,192 entry, progressing to \$41,309 per year (PB05) with full benefits. Grant-funded position.

Recommendation: Please authorize to post and fill the full-time Community Corrections Coordinator position.
- 2. Request:** Reclassification request has been submitted by the Typist Clerk II in the contagious disease clinic at the Bay County Health Department.

Background: In accordance with the reclassification procedure, meetings were held with employee, union and supervisor and the points were agreed upon by the parties.

Finance/Economics: Current rate of pay is at \$13.91 per hour (TU05). Recommend reclassification to \$15.01 per hour (TU06) effective January 1, 2011, using health department funds.

Recommendation: Please accept this reclassification recommendation.

3. **Request:** Please approve the hiring of a part-time BCAMPS employee to work no more than 29 hours per week to perform various accounting and purchasing functions for Homeland Security administration. This will be a grant-funded position.

Background: The administration of Homeland Security grants is burdensome and, inasmuch as we administer the program for several counties, adds costs that heretofore had not been recoverable. This places additional burden on several departments/divisions, including finance, purchasing and buildings and grounds, among others. Moreover, the volume of work has created a bottleneck that slows the process and reimbursement to the County. I have reviewed the current level of effort required, and have determined that present resources are inadequate for efficient and effective administration of the program.

As Mr. Gray describes in the attached letter, we are now able to increase the charges and avoid the burden of administering the program. The assignment and duties and pay structure will be administered in the manner that Mr. Gray outlines.

Finance/Economics: There will be no negative impact on the general fund as this is funded by Homeland Security Grant and the position will be eliminated when the grant ends. Wages are up to \$1,105.48/biweekly (29 hours per week at the BT06/BT07 level) and included in the BCAMPS union, with pro-rated benefits.


Recommendation: Move a resolution to the Board of Commissioners at their next meeting for approval.

4. **Request:** The health department has notified us that a nurse position will be reduced to part-time due to the end of the Pandemic Influenza grant.
- Background:** The Bay County Health Department, through its communicable disease division, employed a temporary public health nurse at 24 hours per week to provide necessary services, including Pandemic Influenza emergency response, communicable disease investigation and staffing of the HIV/STD Clinic. In addition, this nurse was employed an additional 8 hours per week to assist the Health Department in devoting time and resources to ensuring vaccination of uninsured and under-insured adults 19 years of age and older as part of the Reaching More Children and Adults ARRA Program. Due to the end of the Pandemic Influenza grant funding, this position is now being reverted back to 24 hours per week with no benefits.
- Finance/Economics:** There is no financial burden upon the County as this position has already been budgeted for and will be covered with both CPBC and ARRA grant funding.
- Recommendation:** Please receive this agenda item.
5. **Request:** We have received a request from Becky Reimann to post and fill an on-call, part-time cook position with the division on aging.
- Background:** Current employee has submitted his resignation.
- Finance/Economics:** This is a part-time position (20-26 hours per week) at \$10.63 per hour (TS04), included in the part-time USW union, limited benefits.
- Recommendation:** Please approve the posting and filling of a on-call cook position.

Mr. Ernie Krygier, Chairperson
Personnel/ Judicial Committee
September 16, 2010
Page 4

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Quinn".

Tim Quinn, Director
Personnel and Employee Relations

cc: Tom Hickner
Michael Gray
Marty Fitzhugh
Juli Bollman
Barb MacGregor
Becky Reimann
Kathy Trepkowski
Eric Boks
Paul Pabalis
Matt Burley
Eunice Wilson

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No.

BAY COUNTY BOARD OF COMMISSIONERS

10/12/10

RESOLUTION

BY: PERSONNEL/JUDICIAL COMMITTEE (9/21/10)

RESOLVED By the Bay County Board of Commissioners that concurrence is given to post/advertise/fill the following full time/part time/temporary/seasonal or co-op positions/vacancies, monies for said positions to come from the respective departmental budgets:

A. Community Corrections Program - Community Corrections Coordinator (ft - \$36,192 entry)

B. Division on Aging - Cook (on-call, part time - \$10.63/hr.)

RESOLVED That budget adjustments, if required, are approved.

RESOLVED That it is clearly understood that any positions funded through a grant shall be terminated or hours reduced if grant funding is terminated or reduced.

ERNIE KRYGIER, CHAIR
AND COMMITTEE

Vacancies - October 12

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
Michael J. Duranczyk				Colleen M. Maillette				Brian K. Elder			
Patrick H. Beson				Ernie Krygler				Eugene F. Gwizdala			
Vaughn J. Begick				Kim Coonan				Donald J. Tilley			

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

-19-

BAY COUNTY
Administrative Services

Michael K. Gray
Assistant County Executive for
Administrative Services
graym@baycounty.net

515 Center Avenue
Bay City, Michigan 48708

Phone (989) 895-4130
Fax (989) 895-7658
TDD (989) 895-4049
<http://www.co.bay.mi.us/>



Thomas L. Hickner
County Executive

ANIMAL CONTROL
Michael Halstead, Manager
halsteadm@baycounty.net

BUILDINGS & GROUNDS
Richard Pabalis, Superintendent
pabalistr@baycounty.net

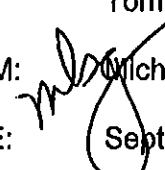
INFORMATION SYSTEMS
Robert Super, Director
superr@baycounty.net

PURCHASING
Frances Horgan, Purchasing Agent
horganp@baycounty.net

RECREATION
Brent Golk, Recreation & Clubhouse Supervisor
golkb@baycounty.net

MEMORANDUM

TO: Tom Hickner, Bay County Executive

FROM:  Michael K. Gray, Assistant County Executive for Recreation & Administrative Services

DATE: September 15, 2010

SUBJECT: Homeland Security Unreimbursed Indirect Cost, Benefits received by Bay County as fiduciary for Region 3 HSPB.

This memo is a follow up to recent discussions regarding Bay County acting as the grant fiduciary agent on behalf of the 3rd District Regional Homeland Security Planning Board. Bay County has acted in this capacity since the implementation of regionalism in homeland security funding by the Michigan State Police. Currently we employ one full time employee, Patricia Bostick, and are also able to utilize a few hours of Dawn Kotcher's available time as a part-time employee in assistance with fiduciary activities. Eliza Cortez, the full time Administrative Secretary, is partially funded by those grants although primarily for what are considered planning activities i.e. recording secretary. Fiduciary activities are paid from the M & A allocation which is allowed with each grant.

Up to this time, M & A has been capped at 3% of the grant award. Beginning with the so called (federal) fiscal year 2010 Homeland Security Grant Program (HSGP) grant, M & A has been increased to 5% of the grant award.

The federal prohibition of supplanting local resources with federal funds exists in order to ensure that federal funds result in new, worthwhile expenditures other than simply replacing the funding of personnel and programs in place. Unfortunately, one result is that pre-existing full-time local employees may not charge time expended on the grant to the grant M & A. This is the case with respect to financial accounting services performed on behalf of these grant-funded programs. We are able to charge a portion of Ms. Cortez's wages because the job was formerly part-time and was made full-time specifically to perform homeland security work. It took a great deal of effort to secure this approval.

In order to recoup accounting costs which are presently not reimbursed, it is my recommendation that we create a part-time Homeland Security Grant Accountant position devoted exclusively to these accounting duties. In so doing, the wage, benefit and associated costs will be charged directly to the M & A for those grants. This position:

- Will be a part-time, regular BCAMPS employee, with the wage and classification to be determined by the Human Resources Director.
- Will be abolished should federal homeland security funding cease.
- Will report to the Finance Officer/Assistant Finance Officer for accounting duties.
- Will perform purchasing functions for Homeland Security and for those duties will report to the Purchasing Agent and/or the Assistant County Executive for Recreation & Administrative Services.
- Have a job description developed prior to posting with input from both the Finance and Administrative Services Department in consultation with BCAMPS.
- Will be filled with a candidate selected after interview conducted jointly by the Finance and Administrative Services Departments.
- Should be placed on the September agenda of the Personnel/Judicial Committee of the Board of Commissioners.

If you have any questions or would like to discuss this further please let me know.

cc: Tim Quinn Crystal Hebert R3HSPB
Pat Bostick John West Frances Horgan

BAY COUNTY BOARD OF COMMISSIONERS

10/12/10

RESOLUTION

BY: PERSONNEL/JUDICIAL COMMITTEE (9/21/10)

WHEREAS, The administration of Homeland Security grants is burdensome and, inasmuch as Bay County administers the program for several counties, adds costs that heretofore had not been recoverable placing additional burden on several departments/divisions, including finance, purchasing and buildings and grounds, among others; and

WHEREAS, In addition the volume of work has created a bottleneck that slows the process and reimbursement to the County; and

WHEREAS, Administration has determined that present resources are inadequate for efficient and effective administration of the program; and

WHEREAS, Pre-existing full time local employees may not charge time expended on the grant to the grant management and administration; and

WHEREAS, In order to recoup accounting costs which are currently not reimbursed, the Assistant County Executive for Recreation and Administrative Services is recommending creation of a part time Homeland Security Grant Accountant position devoted exclusively to the Homeland Security grant accounting duties; and

WHEREAS, This part time position:

- Will be a part-time, regular BCAMPS employee, with the wage and classification to be determined by the Human Resources Director.
- Will be abolished should federal homeland security funding cease.
- Will report to the Finance Officer/Assistant Finance Officer for accounting duties.
- Will perform purchasing functions for Homeland Security and for those duties will report to the Purchasing Agent and/or the Assistant County Executive for Recreation & Administrative Services.
- Have a job description developed prior to posting with input from both the Finance and Administrative Services Department in consultation with BCAMPS.
- Will be filled with a candidate selected after interview conducted jointly by the Finance and Administrative Services Departments.

BAY COUNTY BOARD OF COMMISSIONERS**10/12/10****RESOLUTION**

RESOLVED That the Bay County Board of Commissioners approves creation of part time (29 hours per week) Homeland Security Grant Accountant position to be devoted exclusively to the Homeland Security grant accounting duties and as outlined above, said position to be funded entirely with Homeland Security grant funding and to terminate when/if federal homeland security funding ceases.

ERNIE KRYGIER, CHAIR
AND COMMITTEE

Homeland Security - Grant Accountant Position

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
Michael J. Duranczyk				Colleen M. Mallette				Brian K. Elder			
Patrick H. Beson				Ernie Krygier				Eugene F. Gwizdala			
Vaughn J. Begick				Klm Coonan				Donald J. Tilley			

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____